

Wells

"Well's Agreement"
Volume 71 of Deeds, page 529

----- A G R E E M E N T -----

THIS AGREEMENT, made and entered into by and between Edson and Foulke Company, a corporation duly organized and existing under and by virtue of the laws of the State of California, Joseph Foster and Julius Russell, both of Siskiyou County, California, Harry Webb of Randsburg, South Africa, and Louis Webb, of Cambridge, Massachusetts, the parties of the first part, and Harry S. Wells, of the County of Siskiyou, State of California, party of the second part, WITNESSETH:

That Whereas, said first parties are the owners of certain lands in the County of Siskiyou, upon which they and their predecessors in interest have used the waters of Parks Creek for many years last past for purposes of mining, for the use of stock, for irrigation and sale

And Whereas, second party is also the owner of those certain lands in said County, commonly known as the S. S. Williams Ranch upon which the waters of said Parks Creek have also been used by said second party and his predecessors also for the purposes of irrigation for stock water, and water for domestic uses, and whereas, the predecessors of said second party were the first appropriators of the said waters of said Parks Creek by means of a certain water ditch diverting the waters therefrom to the said lands of said second party,

AND WHEREAS the waters of said Parks Creek have for many years been diverted from said Parks Creek and distributed to and used upon the lands of the respective parties hereto through and by means of that certain ditch sometimes called the Shasta Canal and sometimes called the Big Ditch, in common use between said parties, and

WHEREAS the exact quantity of water used by the respective

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parties hereto has never been definitely settled and it is desirable to have a definite agreement and understanding with regard thereto to the end that the respective parties hereto may thoroughly understand their respective rights and that no misunderstanding may hereafter arise among said parties hereto.

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained, it is hereby mutually covenanted and agreed that from and after the execution hereof, said party hereto of the second part, as the owner of the aforesaid S. S. Williams Ranch and because of the aforesaid appropriation, shall be entitled to receive and use upon said S. S. Williams Ranch, provided such quantity shall be conducted into said Shasta Canal or Big Ditch from said Parks Creek, (and if not then all thereof) 10 inches of water measured under a 4 inch pressure throughout each and every year, and in addition thereto 50 inches of water measured under a 4 inch pressure from the beginning of the irrigating season of each year to and including the 10th day of July of each year, and in the event that said S. S. Williams Ranch shall be cultivated to hay said second party hereto shall have the right to such additional 50 inches measured under a 4 inch pressure of said waters for a period not to exceed 10 days consecutively from and after the removal from the field of the first crop of hay grown on said premises,

And in this connection it is further stipulated and agreed that the aforesaid water shall be delivered from said Shasta Canal or Big Ditch by said parties hereto of the first part.

It is understood and agreed that this agreement is to bind the heirs, executors, assigns and successors of all parties hereto.

In Witness Whereof, the said Edson and Foulke Company has caused these presents to be executed by its President and Secretary and its Seal hereto attached this seventh day of October, 1905, and the respective individuals have hereunto placed their hands

and seals.

Edson & Foulke Company, Incorporated.

By E. B. Edson, President.
L. M. Foulke, Secretary
Joseph Foster
Julius Russell
Harry N. Webb, by Alfred von der
Ropp, his Atty in fact.
Louis Webb
H. S. Wells

State of California }
County of Siskiyou } ss.

On this seventh day of October, in the year of our Lord one thousand nine hundred and five, before me, George A. Tebbe, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harry S. Wells known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

George A. Tebbe,

(SEAL) Notary Public in and for the County of Siskiyou, State of California.